

Rental

General conditions for Rental SRAH19

Accepted by the Swedish Rental Association, SRA and the Swedish Construction Federation, BI.

1. Applicability

1.1 These general rental conditions are applicable for hiring out equipment and building machines without operator. Alterations of the terms should be in writing.

2. The rental object

2.1 The rental object has to be delivered and returned to the hirer's depot. The rental object is considered returned when a return-note has been issued.

2.2 By return of the rental object, it has to be functioning and labelled with the stipulated safety and security devices as well.

2.3 The hirer has to provide instructions by request, how to administrate, supervise and operate the rental object and, if requested by the client these have to be provided in writing.

2.4 Complaints regarding the rental object or instructions have to be in writing and sent to the hirer as soon as possible, but no later than one week after the client has access to the rental object.

2.5 By return of the rental object, it has to be cleaned thoroughly and, regarding normal wear, in good condition. If not, the hirer is entitled to make the necessary cleaning and repair at the expense of the client.

2.6 The hirer is responsible for compulsory inspections of the rental object. However, the client has to attend and pay for inspections on the site after installation. During normal working hours the hirer is entitled, after notification, to perform compulsory inspection of the object.

3. Application

3.1 The rental object may only be used for such tasks and under such working conditions for which it is intended.

3.2 The hirer alone has to give permission of the transfer of the object to another site than the

contracted as well as giving permission to other person than the client to use the object.

3.3 The client is responsible for supervision and maintenance of the rental object. In addition to this, the client must pay for fuels and lubricants obtain and pay for replacement of consumable supplies.

3.4 Unauthorised operations changing the machine, the construction or function are not allowed.

4. Rental period

4.1 The rental period (term of lease) is counted from the day when the rental object, according to the party's contract, is available until the day when the rental object is returned as to 2.1.

4.2 The rental object is let for use in single shifts at a maximum of eight hours if nothing else has been agreed.

5. Payment

5.1 Rent is charged for the rental object at every rental occasion according to the hirer's price list. Applicable forms of charge are daily rent, shift addition, calendar daily rent and basic rent.

5.2 Stipulated daily rent is the rental price per rental object and day. Rent for part of day is paid as for a whole day. If the material is used more than one working shift of 8 hours, a shift addition is charged according to the hirer's price list. Non working days, e.g. Saturdays, Sundays and public holidays are rent-free. For specified rental objects, rent is charged per calendar day or month according to the hirer's price list.

However, rent is charged for each rental object during holiday periods or other equivalent leisure time.

5.3 Equipments are charged separately as well as costs for prescribed cleaning.

5.4 For standstills and stoppages, that the hirer is responsible for there is no charge.

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5.5 Stipulated rents are without VAT.

5.6 Invoice has to be paid within 30 days from date of receipt if nothing else is stated in the hirer's price list. If payment is delayed, interest on overdue payment will be charged as to the Interest Act.

5.7 When making an agreement, the hirer has the right to ask the client to give security either corresponding to the number of daily rents noted for each machine/equipment in the hirers price-list or other adequate security.

6. Liability

6.1 The hirer stands for costs for standard wear and tear.

6.2 During the rental period the client is responsible for loss of the rental object as for all damages not caused by fair wear and tear. Damages have to be reported to the hirer who then decides how the rental object is going to be repaired. If a rental object is lost or damaged and cannot be repaired, it has to be replaced by the client with a sum corresponding to the replacement cost. It is the client's responsibility to report thefts to the police.

6.3 During the rental period the client is responsible for damages of the rental object caused either by himself or by third party.

6.4 The hirer is only responsible for direct damages caused by the hirer's carelessness. Therefore is the hirer not responsible for damages caused by delay in delivery, standstill and stoppages.

6.5 The hirer may ask the client to insure the rental object with a comprehensive insurance (all-risk insurance) corresponding to the replacement cost.

6.6 The hirer and the client must take out the usual third party insurance (liability) if nothing else is agreed.

6.7 The hirer, if necessary, takes out third party insurance (traffic) on the rental object. However, the client pays the deductible.

7. Cancellation

7.1 Party has the right to cancel the agreement if the other party proves guilty of a breach of contract and not after reminder corrects this within three days.

7.2 However, the parties may not invoke breach of contract if execution of the contract is prevented owing to reasons beyond the party's control. The reasons could be war, decisions made by authorities, or other not caused by the party, affecting the fulfilment of the agreement and that the party could not have anticipated or the prejudicial effect he was not likely to set aside. If the obstacle remains more than two weeks, the respective party has the right with immediate effect to cancel the contract.

7.3 If the client stops payments, becomes bankrupt or makes compositions with the creditors the hirer is entitled to cancel the agreement and take back the rental object at the client's costs.

8. Disputes

8.1 Should the parties not agree about arbitration procedures, disputes for reasons of contract have to be settled according to Swedish law and by a public court of law.